

RECORDATION NO. 27132-E FILED

NOV 08 '07 -9 45 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

November 8, 2007

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of November 8, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Supplement (No. 2) to Loan, Chattel Mortgage and Security Agreement previously filed with the Board under Recordation Number 27132-D.

The names and addresses of the parties to the enclosed document are:

Transferor: American Railcar Leasing LLC  
620 North Second Street  
St. Charles, Missouri 63301

Transferee: ARI Second LLC  
620 North Second Street  
St. Charles, Missouri 63301

Mr. Vernon A. Williams  
November 8, 2007  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

100 railcars within the series SHPX 207950 – SHPX 464605 as more  
particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

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**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

SURFACE TRANSPORTATION BOARD

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") dated as of November 8, 2007, between AMERICAN RAILCAR LEASING LLC, a Delaware limited liability company (the "Transferor"), and ARI SECOND LLC, a Delaware limited liability company (the "Transferee").

**WHEREAS:** the Transferee and the Transferor desire to enter into this Agreement, in connection with the transfer of, among other things, the Equipment (as defined below), subject to the Leases (as defined below), from the Transferor to the Transferee; and

**WHEREAS:** the parties also desire to carry out the intent and purpose of the transfer of the Equipment by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases.

**NOW, THEREFORE,** in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Transferor for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the date hereof, does hereby sell, grant, bargain, convey, assign, transfer, deliver and set over to the Transferee, all of the Transferor's right, title and interest in and to the special purpose railcars described on Schedule 1 hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto (the "Equipment"). The Transferor hereby warrants to the Transferee and its successors and assigns that, on the date hereof, the Transferor has, and at the time of delivery of the items of Equipment, the Transferor will have, good and marketable, legal and beneficial title to the items of Equipment and good and lawful right to sell the items of Equipment and at the time of delivery, the items of Equipment will be free and clear of all liens, mortgage, deed of trust, pledge, claim, equity interest, participation agreement, security interest or other charge or encumbrance of any kind and interest of a vendor or a lessor under a conditional sale agreement, capital lease or title retention agreement (all of the foregoing "Liens") except the Liens being released contemporaneously with such delivery and transfer or Permitted Liens. The Transferor hereby covenants to defend title to the items of Equipment against demands of all persons or entities whomever based on claims originating prior to the delivery of the items of Equipment. For purposes of this Agreement, "Permitted Liens" means (a) Liens for taxes, assessments or governmental charges or levies which are not yet assessed or, if assessed, not yet due or contested in good faith by appropriate proceedings so long as such forfeiture or loss, of Equipment, (b) mechanics' materialmen's, suppliers', warehousemen's, operation of law in the ordinary course of business for which payment is not overdue or the payment of which is being contested in good faith by appropriate proceedings, so long as such forfeiture or loss, of Equipment, (c) Liens arising out of judgments or awards against the Transferor which are being contested in good faith by appropriate proceedings and with respect to which there shall have been secured a stay of execution pending such appeal or proceedings for review, so long as such

proceedings, in the reasonable judgment of the Transferor, do not involve any danger of sale, forfeiture or loss, of Equipment and (d) the rights of any user under any Lease to which an item of Equipment is then subject.

2. For purposes of this Agreement "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and, for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

3. Effective as of the date hereof, the Transferor hereby transfers, assigns, conveys, grants and sets over (collectively, "Transfer") to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this Transfer had not been made.

4. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, subject to the rights of lessees under the Leases, and the Transferee hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

5. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases and the equipment, as the case may be, to the Transferee.

6. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.


7. This Agreement shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

8. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, without regard to the laws of the of conflict of laws

***IN WITNESS WHEREOF***, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed in one or more counterparts as of the date first above written.

**TRANSFEROR**

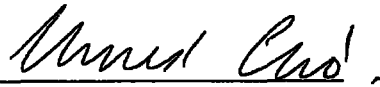
**AMERICAN RAILCAR LEASING LLC**

By:   
Name: Umesh Choksi  
Title: Chief Financial Officer

**TRANSFeree**

**ARI SECOND LLC**

By: American Railcar Leasing, LLC; Member

By:   
Name: Umesh Choksi  
Title: Chief Financial Officer

[Signature Page to the Bill of Sale and Assignment and Assumption Agreement]

STATE OF MISSOURI                    )  
  ) ss.:  
COUNTY OF ST. CHARLES            )

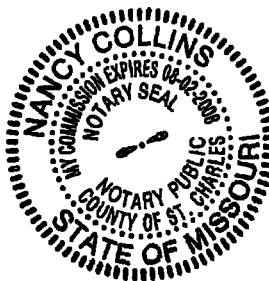
On this 5th day of November, 2007, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he is Chief Financial Officer of AMERICAN RAILCAR LEASING LLC, the sole member of ARI SECOND LLC; that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Nancy Collins  
Notary Public

STATE OF MISSOURI                    )  
  ) ss.:  
COUNTY OF ST. CHARLES            )

On this 5th day of November, 2007, before me, personally appeared Umesh Choksi, to me known, who being by me duly sworn, says that he is Chief Financial Officer of AMERICAN RAILCAR LEASING LLC, that said instrument was signed on behalf of said company on the date hereof by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Nancy Collins  
Notary Public

Lessee Code	Contract	Rptg Mark	Car Number
1503	52920037	SHPX	207950
1503	52920037	SHPX	207951
1503	52920037	SHPX	207952
1503	52920037	SHPX	207953
1503	52920037	SHPX	207954
1503	52920037	SHPX	207955
1503	52920037	SHPX	207958
1503	52920037	SHPX	207957
1503	52920037	SHPX	207959
1503	52920037	SHPX	207982
1503	52920037	SHPX	207986
1503	52920037	SHPX	207987
1503	52920037	SHPX	207961
1503	52920037	SHPX	207968
1503	52920037	SHPX	207973
1503	52920037	SHPX	207974
1503	52920037	SHPX	207976
1503	52920037	SHPX	207977
1503	52920037	SHPX	207960
1503	52920037	SHPX	207975
1503	52920037	SHPX	207979
1503	52920037	SHPX	207980
1503	52920037	SHPX	207983
1503	52920037	SHPX	207984
1503	52920037	SHPX	207956
1503	52920037	SHPX	207991
1503	52920037	SHPX	207993
1503	52920037	SHPX	207992
1815	85730001	SHPX	464591
1815	85730001	SHPX	464603
1815	85730001	SHPX	464604
1815	85730001	SHPX	464605
1815	85730001	SHPX	464592
1815	85730001	SHPX	464595
1815	85730001	SHPX	464598
1815	85730001	SHPX	464600
1815	85730001	SHPX	464601
1815	85730001	SHPX	464602
1815	85730001	SHPX	464593
1815	85730001	SHPX	464594
1815	85730001	SHPX	464596
1815	85730001	SHPX	464597
1815	85730001	SHPX	464599
1549	81410002	SHPX	208144
1549	81410002	SHPX	208047
1747	63040031	SHPX	209256
1747	63040031	SHPX	209257
1747	63040031	SHPX	209258
1747	63040031	SHPX	209259
1747	63040031	SHPX	209260
1747	63040031	SHPX	209261
1747	63040031	SHPX	209262

## Schedule 1

Lessee Code	Contract	Rptg Mark	Car Number
1747	63040031	SHPX	209263
1446	85170000	SHPX	454537
1446	85170000	SHPX	454538
1446	85170000	SHPX	454539
1446	85170000	SHPX	454540
1446	85170000	SHPX	454542
1755	84460000	SHPX	209053
1755	84460000	SHPX	209054
1755	84460000	SHPX	209056
1755	84460000	SHPX	209057
1755	84460000	SHPX	209051
1755	84460000	SHPX	209055
030	78820003	SHPX	209225
030	78820003	SHPX	209223
491	42070013	SHPX	208850
491	42070014	SHPX	209175
491	42070014	SHPX	209176
491	42070014	SHPX	209177
491	42070014	SHPX	209178
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491	42070014	SHPX	209182
491	42070014	SHPX	209181
1782	84420001	SHPX	209160
1782	84420001	SHPX	209161
1782	84420001	SHPX	209162
1782	84420001	SHPX	209163
1782	84420001	SHPX	209164
1782	84420001	SHPX	209166
1782	84420001	SHPX	209167
1782	84420001	SHPX	209168
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1782	84420001	SHPX	209170
1782	84420001	SHPX	209171
1782	84420001	SHPX	209172
1782	84420001	SHPX	209173
1782	84420001	SHPX	209174
1782	84420001	SHPX	209165
425	62530204	SHPX	209318
425	62530204	SHPX	209324
425	62530204	SHPX	209325
425	62530204	SHPX	209329
425	62530204	SHPX	209320
1262	85270000	SHPX	454587
1262	85270000	SHPX	454588
1262	85270000	SHPX	454589
1262	85270000	SHPX	454590
1262	85270000	SHPX	454591
1262	85270000	SHPX	454592

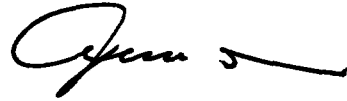
**TOTAL NO. OF CARS: 100**



**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 11/8/07



\_\_\_\_\_  
Robert W. Alvord